

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE TRIZETTO GROUP, INC.		12/21/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	1646727	CERTIFACTS	
Registration Number:	2416403	CHANGE HAPPENS	
Registration Number:	1331854	CLAIMFACTS	
Registration Number:	1883436	CLINICALOGIC	
Serial Number:	78372162	DATAPICTION	
Serial Number:	78408544		
Registration Number:	2247450	DIRECTORY STUDIO	
Registration Number:	2694351	ENABLING HEALTH E BUSINESS	
Registration Number:	1881264	FACETS	
Serial Number:	78375268	FACETS E ²	
Serial Number:	78375285	FACETS E ²	
Serial Number:	78375294	FACETS EXTENDED ENTERPRISE	
Serial Number:	78375307	FACETS EXTENDED ENTERPRISE	

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TRADEMARK
REEL: 003050 FRAME: 0001

Registration Number:	1646726	GROUPFACTS
Serial Number:	78372138	HEALTH PLAN 5.0
Registration Number:	2183255	HEALTHSEARCH
Registration Number:	2378396	HEALTHWEB
Registration Number:	2902996	HIPAA GATEWAY
Registration Number:	2904482	HIPAA GATEWAY
Serial Number:	76555632	HIPAA GATEWAY
Serial Number:	76555634	HIPAA SUCCESS
Registration Number:	2278892	HW
Serial Number:	78372151	I2 FACETS XR
Registration Number:	1964605	INFOTRUST
Registration Number:	2382037	INFOTRUST
Registration Number:	2280249	INFOTRUST
Registration Number:	2296715	MEDEVENT
Registration Number:	2423968	NOW YOU CAN THRIVE ON CHANGE WITH FACETS
Registration Number:	2416402	NOW YOU CAN THRIVE ON IT WITH FACETS
Serial Number:	78388294	ONE POWERFUL SOURCE
Serial Number:	78388332	ONE POWERFUL SOURCE
Serial Number:	78388282	ONE POWERFUL SOURCE
Serial Number:	78388299	ONE POWERFUL SOURCE
Serial Number:	78388310	ONE POWERFUL SOURCE
Serial Number:	78388323	ONE POWERFUL SOURCE
Serial Number:	78399255	PERSONAL ANALYST
Registration Number:	1365922	QICCLAIM
Registration Number:	1379523	THE Q TEAM
Registration Number:	2423969	THRIVE ON CHANGE
Registration Number:	2430246	TRIZETTO
Registration Number:	2482774	TRIZETTO
Registration Number:	2430245	TRIZETTO
Registration Number:	2428698	TRIZETTO
Registration Number:	2416186	TRIZETTO
Registration Number:	2412823	TRIZETTO
Registration Number:	2411086	TRIZETTO
Registration Number:	2411087	TRIZETTO
Registration Number:	2300842	TRIZETTO

Registration Number:	2457711	TRIZETTO
Serial Number:	78425191	TRIZETTO CAREADVANCE ENTERPRISE
Serial Number:	78425277	TRIZETTO CLINICAL CAREADVANCE
Serial Number:	78425200	TRIZETTO PERSONAL CAREADVANCE
Registration Number:	2694352	TZG
Registration Number:	2203974	WITHOUT INTEGRATION THERE IS CHAOS

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Christine Wilson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	03/21/2005

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of December, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 21, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among The Trizetto Group, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of December 21, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or

any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE TRIZETTO GROUP, INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
as Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE TRIZETTO GROUP, INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
as Agent

By: 
Name: CHARLES KIM
Title: VP

Grantor	Mark	Status	Serial No.	Registration No.	Registration Date
The TriZetto Group, Inc.	Certifacts	Registered	74074580	1646727	6/4/91
The TriZetto Group, Inc..	Change Happens	Registered	75633955	2416403	12/26/00
The TriZetto Group, Inc.	ClaimFacts	Registered	73499989	1331854	4/23/85
The TriZetto Group, Inc.	ClinicaLogic	Registered	74505857	1883436	3/14/95
The TriZetto Group, Inc.	DataPiction	Application Pending with USPTO	78372162		
The TriZetto Group, Inc.	Decipher	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	Delta design	Registered	812972 (Canada)	TMA516107	5/9/99
The TriZetto Group, Inc.	Delta design	Registered		2101261 (United Kingdom)	5/28/96
The TriZetto Group, Inc.	Delta design	Registered	39631338.8 (Germany)	39631338	7/18/96
The TriZetto Group, Inc.	Delta Design	Application Pending with USPTO	78408544		
The TriZetto Group, Inc.	Directory Studio	Reigstered	75416662	2247450	1/5/98
The TriZetto Group, Inc.	Enabling Health eBusiness	Registered	75765979	2694351	3/11/03
The TriZetto Group, Inc.	Facets	Registered	74367230	1881264	2/28/95

Grantor	Mark	Status	Serial No.	Registration No.	Registration Date
The TriZetto Group, Inc.	Facets Analytic Foundation	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	Facets e2	Application Pending with USPTO	78375268		
The TriZetto Group, Inc.	Facets e2	Application Pending with USPTO	78375285		
The TriZetto Group, Inc.	Facets Extended Enterprise	Application Pending with USPTO	78375294		
The TriZetto Group, Inc.	Facets Extended Enterprise	Application Pending with USPTO	78375307		
The TriZetto Group, Inc.	GroupFacts	Registered	74074579	1646726	6/4/91
The TriZetto Group, Inc.	Health Plan 5.0	Application Pending with USPTO	78372138		
The TriZetto Group, Inc.	Healthsearch	Registered	75070790	2183255	3/11/96
The TriZetto Group, Inc.	HealthWeb	Registered	75376892	2378396	8/22/00
The TriZetto Group, Inc.	HIPAA Gateway	Registered	76555633	2902996	11/16/04
The TriZetto Group, Inc.	HIPAA Gateway	Registered	76555631	2904482	11/23/04
The TriZetto Group, Inc.	HIPAA Gateway	Application Pending with USPTO	76555632		

Grantor	Mark	Status	Serial No.	Registration No.	Registration Date
The TriZetto Group, Inc.	HIPAA Success	Application Pending with USPTO	76555634		
The TriZetto Group, Inc.	HW	Registered	75415039	2278892	9/21/1999
The TriZetto Group, Inc.	i2 Enterprise	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	i2 Facets XR	Application Pending with USPTO	78372151		
The TriZetto Group, Inc.	InAlySys	Registered	812971 (Canada)	TMA515887	8/31/99
The TriZetto Group, Inc.	InAlySys	Registered		39622773 (German)	10/15/96
The TriZetto Group, Inc.	InAlySys	Registered		235002 (European Community)	4/22/96
The TriZetto Group, Inc.	InAlySys	Registered	96625951 (France)	96625951 (France)	5/17/96
The TriZetto Group, Inc.	InfoTrust	Registered	74519536	1964605	3/26/96
The TriZetto Group, Inc.	Infotrust	Registered	75170228	2382037	9/5/00
The TriZetto Group, Inc.	Infotrust (logo)	Registered	75170580	2280249	9/28/99
The TriZetto Group, Inc.	MedEvent	Registered	75390407	2296715	11/30/99

Grantor	Mark	Status	Serial No.	Registration No.	Registration Date
The TriZetto Group, Inc.	NetworXEnterprise	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	NetworXModeler	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	NetworXPricer	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	NetworXSuite	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	Now You Can Thrive On Change With Facets	Registered	75633952	2423968	1/23/01
The TriZetto Group, Inc.	Now You Can Thrive On It With Facets	Registered	75633953	2416402	12/26/00
The TriZetto Group, Inc.	One Powerful Source	Application Pending with USPTO	78388294		
The TriZetto Group, Inc.	One Powerful Source	Application Pending with USPTO	78388332		
The TriZetto Group, Inc.	One Powerful Source	Application Pending with USPTO	78388282		
The TriZetto Group, Inc.	One Powerful Source	Application Pending with USPTO	78388299		
The TriZetto Group, Inc.	One Powerful Source	Application Pending with USPTO	78388310		

Grantor	Mark	Status	Serial No.	Registration No.	Registration Date
The TriZetto Group, Inc.	One Powerful Source	Application Pending with USPTO	78388323		
The TriZetto Group, Inc.	Personal Analyst	Application Pending with USPTO	78399255		
The TriZetto Group, Inc.	Personal Analyst & Design	Registered	39643508.4 (Germany)	39643508	10/8/96
The TriZetto Group, Inc.	Personal Analyst & Design	Registered		2111461 (United Kingdom)	10/1/96
The TriZetto Group, Inc.	Personal Analyst & Design	Registered	96645988 (France)	96645988	10/15/96
The TriZetto Group, Inc.	Personal Analyst & Design	Registered	824606(Canada)	TMA517355	9/29/99
The TriZetto Group, Inc.	PPO 5.0	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	QicClaim (logo)	Registered	73381024	1365922	10/15/85
The TriZetto Group, Inc.	StatusLink	Pending; Not Yet Filed with USPTO			
The TriZetto Group, Inc.	The Q Team	Registered	73493986	1379523	1/21/86
The TriZetto Group, Inc.	Thrive On Change	Registered	75633954	2423969	1/23/01
The TriZetto Group, Inc.	TriZetto	Registered	75467221	2430246	2/20/01

Grantor	Mark	Status	Serial No.	Registration No.	Registration Date
The TriZetto Group, Inc.	TriZetto	Registered	75467166	2482774	8/28/01
The TriZetto Group, Inc.	TriZetto	Registered	75467168	2430245	2/20/01
The TriZetto Group, Inc.	TriZetto	Registered	75467165	2428698	2/13/01
The TriZetto Group, Inc.	TriZetto	Registered	75467167	2416186	12/26/00
The TriZetto Group, Inc.	TriZetto	Registered	75467222	2412823	12/12/00
The TriZetto Group, Inc.	TriZetto	Registered	75467220	2411086	12/5/00
The TriZetto Group, Inc.	TriZetto	Registered	75467223	2411087	12/5/00
The TriZetto Group, Inc.	TriZetto	Registered	75467219	2300842	12/14/99
The TriZetto Group, Inc.	TriZetto	Registered	75467218	2457711	6/5/01
The TriZetto Group, Inc.	TriZetto CareAdvance Enterprise	Application Pending with USPTO	78425191		
The TriZetto Group, Inc.	TriZetto Clinical CareAdvance	Application Pending with USPTO	78425277		
The TriZetto Group, Inc.	TriZetto Personal CareAdvance	Application Pending with USPTO	78425200		
The TriZetto Group, Inc.	TZG and Design (TriZetto logo)	Registered	75765980	2694352	3/11/03
The TriZetto Group, Inc.	Without Integration There Is Chaos	Registered	75376699	2203974	11/17/98